OMBUDSMAN

SASKATCHEWAN

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SPECIAL REPORT

TO THE LEGISLATIVE ASSEMBLY

ON

BOSCO HOMES

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PREFACE

This report presents my findings and recommendations resulting from an investigation conducted by my office to determine whether the Department of Social Services discharged its responsibilities to "wards" entrusted for care and treatment to an organization generally known as "Bosco Homes".

Since the Bosco Society and "Bosco Homes" have been providing care and treatment to emotionally disturbed children since 1971, what at first glance appeared to be a difficult, but not necessarily prolonged investigation, soon became a task of formidable proportions.

This report has been long in the making, some seven months, but my team of three staff members has spent approximately 1000 person hours on interviews, research, file review and reporting.

Some 90 interviews were conducted, each averaging 4 hours. Forty-five child care files were reviewed accounting for some 100 person hours of work. The research and reporting components added another 300 hours.

I must thank and acknowledge the contributions of my staff during this most difficult time. Their commitment to not only this investigation, but to their regular duties, is most gratefully appreciated.

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I. INTRODUCTION

A. BACKGROUND

1. Events Leading to Investigation

On or about October 24, 1988, three residents of Bosco Homes stole a considerable amount of money from one of the group homes. The youths travelled by cab to Saskatoon where one was alleged to have sexually assaulted a 15 month old girl. The three youths were subsequently apprehended by the Saskatoon City Police.

This episode received wide media coverage which generated various requests for a full and complete public inquiry into perceived and alleged problems at Bosco Homes. The request for a public inquiry was declined by the Minister of Social Services. Nevertheless, two senior staff members of the Department of Social Services were placed in the facility to work with existing Bosco staff.

Subsequent to the Minister's decision, my office was approached by a member of the Legislative Assembly, and other persons, requesting that an investigation be conducted into the care and treatment of wards of the Department of Social Services residing at Bosco Homes.

Satisfying myself that The Ombudsman Act would permit an investigation, within certain parameters, I notified the Deputy Minister of Social Services of my intention to undertake an investigation. My letter indicating this intention and the scope of the investigation is appended to this Report.

B. SCOPE OF THE INVESTIGATION

Initially, and perhaps even today, the scope of my investigation may not be completely understood by members of the public.

An Ombudsman, as determined by the Supreme Court of Canada, is an independent officer of The Legislature who has been given the authority to investigate decisions made by governmental authorities in the implementation of government policy, and to report his findings and recommendations.[1]

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[1] Re: British Columbia Development Corporation and Friedman (1984) 14 D.L.R. (4th) 129 (S.C.C.)

Specifically The Ombudsman Act provides inter alia as follows:

> "12.-(1) It is the duty of the Ombudsman and he has power to investigate any decision or recommendation made, including any recommendation made to a minister, or any act done or omitted, relating to a matter of administration and affecting any person or body of persons in his or its personal capacity, in or by a department or agency of the government or by any officer, employee or member thereof in the exercise of any power, duty or function conferred or imposed on him by any Act whereby any person is or may be aggrieved."

The authority of the Ombudsman with respect to children in the care of "Bosco" comes not from any jurisdictional authority over Bosco Homes Inc., Bosco Society for Disturbed Adolescents or Big Valley Development Corporation. Each of these organizations are neither agencies nor departments of the provincial government and are thus beyond the jurisdiction of the Ombudsman.

However, the status of some of the children placed at "Bosco" is such that the Minister of Social Services, by virtue of Section 43(1) of The Family Services Act, is their legal parent and hence responsible for their care and maintenance.

Bosco Homes Inc., Bosco Society for Disturbed Adolescents and Big Valley Development Corporation, while organizationally separate, are intertwined in that while one (Bosco Homes Inc.) provides the hands on care, the other two, have as their objective the raising of monies, to assist in the process.

I have made no secret of the fact that the focus of my investigation is not to probe or investigate the internal workings of any of these three organizations except, insofar as it relates to the care of children entrusted by the Department of Social Services.

Care therefore must be taken so as to understand that this Report is not about the operation of one or all of these non-governmental organizations, but rather whether the Department of Social Services has discharged its responsibilities to children entrusted to its care, by the Courts or by their natural parents or guardians.

However, since Social Services should be expected to make informed and intelligent decisions about the placement of children at Bosco Homes, it has been necessary to identify the state of affairs at Bosco Homes and the affect the sometimes stormy relations between the three Bosco organization's has had on the treatment program for the children - a consideration that should be an ongoing concern for the department.

II. OBJECTIVES

In general terms the objective of this investigation was to determine whether the Department of Social Services discharged its role as parent to children committed to the Minister's care.

More specifically my objectives were:

1. To determine that appropriate care and treatment plans were developed for children placed at Bosco Homes.

2. To ensure that adequate policies and procedures were in place to monitor and assist in their care.

3. To ensure that sufficient protections were available to children to ensure their physical and emotional safety.

4. To ensure that they were provided the necessaries of life.

5. To assess the quality of care in Bosco Homes prior to October 1988.

6. To assess Social Services' performance in meeting its responsibilities to the Bosco children prior to October 1988.

7. To assess the steps taken by Social Services following October 1988.

III. HISTORICAL PERSPECTIVE

To appreciate and understand the contents of this report and my recommendations, it is necessary to have a clear picture of the roles and relationships of parties involved, namely the Bosco Society, Bosco Homes Inc., and Big Valley Development Corporation.

I think the public generally sees "Bosco" as one entity - group homes for disturbed adolescents - but in reality there are three quite separate organizations.

A. BOSCO SOCIETY FOR DISTURBED ADOLESCENTS

Looking at it historically, it all started with the Bosco Society for Disturbed Adolescents begun in 1971 by Father Lucien Larre and incorporated with these following stated objectives: -

(a) To provide a home for adolescents who are emotionally disturbed and require psychological counselling;

(b) To provide a treatment environment for adolescents under psychiatric care;

(c) To provide a therapeutic setting for adolescents who exhibit delinquency or anti-social behavior;

(d) To provide a rehabilitation centre for adolescents with drug addiction or dependency problems;

(e) To promote preventive education, workshops and mental health programs for parents and teenagers;

(f) To raise funds to assist in financing adolescent treatment centres and rehabilitation homes;

(g) To do all such ancillary things and exercise all such necessary powers as may be requisite for the purpose of advancing its objects.

In simple terms the Society's goal was to treat emotionally disturbed adolescents in a group home environment. The original plan was to provide a good home for a small number of children, while looking to the community to provide education and therapy.

For a variety of reasons, one of which was the lack of alternate resources, the population of the Bosco Society homes grew. With this increase, came a shift in philosophy. Confident that community resources would be able to provide treatment and education, the growing population presented unique and unexpected difficulties. Local psychiatrists had been used in the beginning but with only monthly visits, a perceived lack of expertise in child related issues and differences in treatment philosophy, the orginators became convinced that in-house psychologists or psychiatrists would be the only solution.

Schooling also became a problem. Integration was attempted but local mainstream education could not cope with some of the children and they were forced to leave the regular school system. The choice was either to leave these children unsupervised during the day, as the founders had "other jobs", or to start their own school. The Department of Education approved the Bosco School, a teacher was hired and a classroom set up in the basement of one of the homes. The school was named "Alta Vista" and was accredited to teach from grades 1 to 12.

Staffing at Bosco during the early years was largely that of volunteers. In the beginning it was all volunteers, but with the inception of the school and a desire to have in-house treatment professionals, the staff at Bosco became a mix of volunteers and paid employees.

In 1978 Bosco Society decided to educate their own psychologists as they became more and more convinced that it was absolutely necessary to have on site trained professionals. Within the next 3 or 4 years Bosco had 4 persons attending the Illinois School of Professional Psychology. By the time all 4 had finished their training Bosco had incurred costs in the neighborhood of $700,000.

The years 1980-84, were most difficult years for Bosco Society not only financially but also from the point of view of public acceptability and accountability. Persons had been sent away to train at considerable cost, paid employees were replacing the volunteer, and substantial financial commitments had been incurred by the Society in establishing and developing their Big Valley Jamboree site at Craven.

By 1984, the continued existence of Bosco Society was seriously threatened. Liabilities incurred at Craven were substantial. Public criticism of "Bosco" and a variety of complaints had caused the Department of Social Services to place a moratorium on any new referrals to the Bosco program. The City of Regina concluded that Bosco's School Program was in violation of existing City bylaws and would not allow it to continue.

The solution to the demise of Bosco Society and its program came in the form of a loan guarantee from the Province of Saskatchewan, specifically from the Department of Tourism. As much of Bosco Society's then current indebtedness had been incurred at Craven, the Department of Social Services was reluctant, if not opposed, to providing the much needed financial assistance. On the other hand, the Department of Tourism, recognizing the potential tourism opportunities, agreed to guarantee a loan of some $1.3 million to Bosco Society.

Negotiations between Department of Social Services, Department of Tourism and Bosco Society resulted in an agreement which was seen as a mechanism to protect the treatment program from relatively high-risk fundraising.

From the perspective of the Department of Social Services it was imperative that the treatment program in some way be split off from the fund-raising activities. While not a signator to the agreement which ultimately perpetuated Bosco Society, the Department, cognizant of its reponsibilities to the children in its care, required that Bosco Society agree to certain conditions as a pre-requisite for the loan guarantee. Most significant were the following viz:

1. The establishment of an entity separate and apart from Bosco Society which would run the treatment program.

2. The separation of the assets and operations of the homes from the operations of the Big Valley Jamboree and Round-up.

3. The establishment of a community based board of directors to run and operate the treatment program.

4. The appointment of an Executive Director who was not a Director of Bosco Society.

Up to this point, the employees of Bosco Society were also the directors of the Society. The creation of a new entity which would be known as Bosco Homes Inc. together with the separation of assets would split the operation of the group homes from the "business interests" of Bosco Society. By separating the entitites and the assets, the Department of Social Services felt that the treatment program would be secure should these business activities run into further financial difficulties. A community based Board of Directors would ensure public accountability, as up to this point the Board and the employees were one and the same.

The underlying intent of Government's proposal was to ensure the continued viability of the treatment program. By separating the assets associated with the treatment program, and having a community based Board of Directors, it was perceived that the new Society would be better able to protect itself in times of crisis.

It is not without significance that the eventual guarantor of the loan subsequently advanced to Bosco Society was the Department of Tourism and not the Department of Social Services. While the Department of Social Services were front and centre in developing the conditions under which the monies would be guaranteed, the Department could not see itself as the saviour of an organization which was experiencing a financial crisis, primarily unrelated to the care of children.

Bosco Society was not in trouble because it had over extended itself in respect to its treatment program. Its financial woes related mostly to the development of the Craven facility. While Craven may ultimately reap financial rewards, at this time it was a very expensive liability.

Believing that it made more sense to treat the Craven facility as a tourist attraction rather than a component of a child treatment program, the agreement guaranteeing the subsequent loan was executed by the Department of Tourism which has no connection to the care or treatment of children, but is involved in the promotion of tourism.

In consequence, while Bosco Society had agreed amongst other things, to separate and divest itself of those assets related to the treatment program as a condition of receiving the loan guarantee, I am reasonably satisfied that there was never any real intention on the part of the Board of Directors (which for all intents and purposes was Father Larre) to comply with that condition of the agreement.

Interviews conducted clearly left the impression that it was and is the opinion of Bosco Society that to place the ownership of the assets related to the treatment program into the hands of those persons running the program, not only weakens the financial but also the political strength of the individual treatment centres.

Clearly the guarantee was advanced because of the commitments made to government by Bosco Society and regardless of whether Bosco Society thought this to be advantageous, those commitments ought to have been honoured.

B. BIG VALLEY DEVELOPMENT CORPORATION

Contemporaneous with the separation of the fund-raiser (Bosco Society) from the care-giver (Bosco Homes Inc.) was the creation of a new entity Big Valley Development Corporation. This entity, was and is a wholly owned subsidiary of Bosco Society.

In April of 1986, through a series of complex and complicated financial transactions Big Valley Development Corporation became the owner of those assets and liabilities associated with Craven, site of the well-known annual fundraising Jamboree. In return, Bosco Society received shares and a non-interest bearing promissory note. Big Valley Development Corporation assumed the loan previously held by Bosco Society and a new Indemnity Agreement was negotiated by the parties. The $1.3 million previously owed by Bosco Society and indemnified by Government now became the responsibility of Big Valley. Not only did Government indemnify this loan, but they also agreed to pay the interest on the loan for a period of 3 years and in 1989, renewed that commitment for a further year.

Under the terms of the agreement Big Valley Development Corporation committed itself to repay the principal in ten installments of some $130,000. Furthermore, the Corporation agreed that any net profit would be split equally between the Bank and Bosco Society.

Big Valley Development Corporation operates and manages the Big Valley Jamboree and Round-up. I need not describe these events as they are relatively well known in this province. These two events, while providing a variety of entertainment to Saskatchewan residents and others, do so in order to raise money for its shareholder. In this case, the shareholder is Bosco Society for Disturbed Adolescents. Since its inception Big Valley Development Corporation has paid to its shareholder the following amounts of money:

1986 -	$186,000
1987 -	42,000
1988 -	Nil
	$228,000

While, the Jamboree and the Round-up were conceived as being ways of replacing certain types of fund-raising, to date the return, when considering the investment, has been small. Then too, the fact that any profits go to Bosco Society as opposed to any particular group home, means that there are no guarantees that all or any of the treatment programs will necessarily share in the profits, if any.

C. BOSCO HOMES INC.

Bosco Homes Inc. came into existence, as previously indicated, to operate and manage the treatment program previously run by Bosco Society for Disturbed Adolescents.

The new organization was registered as a non-profit corporation on November 2, 1984. A Board of Directors was appointed on March 26, 1985.

Thus, while Bosco Homes Inc. came into existence in early 1985 from an organizational point of view it didn't really get off the ground until late 1985. An administrator was hired July 1, 1985 and Father Larre remained as Executive Director until April 5, 1987, at which time he resigned. Mr. Mel Kartusch who up to this time was the administrator of Bosco Homes Inc. was appointed Executive Director on June 16, 1987.

With the difficulties that had been experienced in 1984, enrollment at Bosco was on the decline. Government was moving away from centrally located group homes. Referrals from out-of-province were virtually non-existent and children were leaving the program, rather than being referred to it. Homes were being sold and staff were being laid off.

Since at least 1980, the Department of Social Services had attempted, without success, to negotiate a contractural agreement with Bosco Society which would obligate the parties to perform a variety of services. Up to 1984, Bosco's program was expanding which brought with it an expanding financial base. This coupled with Bosco Society's other activities, made a contractual agreement an issue of low priority.

However, with declining enrollment came the need to establish a budget base. Two, temporary three month contracts had been signed with the Department of Social Services in early 1985, but this arrangement was not particularly satisfactory as it did not permit the development of any long term strategy.

Negotiations between the parties ultimately concluded with the signing on June 26, 1986 of what has been called a "Master Agreement" between the Department of Social Services and Bosco Homes Inc. The agreement not only guaranteed a fixed number of spaces, but also provided a variable rate for spaces required in excess of the guaranteed number. Bosco Homes Inc. would receive $120.00 a day for 21 spaces, $125.00 a day for 60 days and then $120.00 a day thereafter for spaces in excess of twenty-one (21). Also significant was the fact that the agreement spelled out the program requirements to be met by Bosco Homes Inc.

Bosco Homes Inc. considered that it would be beneficial to become an accredited member of The Child Welfare League of America (C.W.L.A.). A representative of C.W.L.A. came to Regina to review the Bosco program and to evaluate the agency's eligibility for provisional membership. A report was prepared by the C.W.L.A. and forwarded to the Bosco Homes Inc. Board. While recommending provisional membership, which was ultimately granted, a number of organizational recommendations were made which the Board set out to implement. These included committee structures, financial policies, budget control, staffing requirements, etc.

What the Child Welfare League was suggesting was that while Bosco met the basic test of membership in C.W.L.A., a fair amount of organizational work lay ahead, work which would have to be concluded if they intended to be accredited.

As the Board of Bosco Homes Inc. became more and more active, an unease developed between themselves and Bosco Society. Questions arose as to the roles of the organizations, who was responsible for what, who reported to whom and, to some extent, how were monies allocated to the various organizations. For example, Bosco Homes Inc. did not solicit monies directly from the public. Bosco Society directly and indirectly solicited funds in the name of the children. Monies

received, by way of profit from the Big Valley or various lotteries went to the credit of Bosco Society. Donations, eligible for income tax receipts, also went to the credit of Bosco Society.

Bosco Homes Inc. argued, and understandably so, that, donations specific to Bosco Homes, should find their way directly to Bosco Homes and that only donations specific to Bosco Society should be credited to Bosco Society.

Similarly, profits from the Jamboree, Rodeo and various lotteries also should go directly to Bosco Homes, as they were in essence the "cause" upon which the events relied.

Bosco Society on the other hand, saw no particular need to change its funding arrangements as they were satisfied that the financial needs of Bosco Homes were being adequately supported.

In understanding at least the financial relationship between the two organizations (Bosco Homes Inc. and Bosco Society) the reader must be aware that the cost of the program offered and provided by Bosco Homes to the children in care, outstrips the per diem costs paid by the various public authorities. This situation means that Bosco Homes is economically dependent on Bosco Society to provide any and all shortfall that it experiences at any time during the course of a year.

It was important for Bosco Homes Inc. to maintain a reasonably good working relationship with what was in essence their benefactor, Bosco Society.

While two entities had been created in 1984, a formal or contractual relationship between the two, which would at least provide a modicum of structure, had never been developed. There was certainly no contractual relationship and, sadly, no formal budgetary relationship. From what we can determine, if and when Bosco Homes needed money from Bosco Society they simply asked and, generally speaking, it was provided, but it is clearly a "cap in hand" approach. Certainly, where relationships remain harmonious and monies are available, this loose arrangement can continue and perhaps flourish. On the other hand, given the existing economic dependance, once a dispute occurs, in the absence of a contractual relationship the weaker sister (in this case Bosco Homes Inc.) becomes at risk.

By December of 1987, the relationship between Bosco Homes Inc. and Bosco Society which at first had been co-operative soured. Bosco Homes Inc. believed that monies raised by Bosco Society, supposedly in their name, were not finding their way to the treatment program. Then too, some members of the Board had strong personal convictions that Father Larre no longer ought to be involved with the organization.

The Board of Bosco Homes Inc. presented two budgets to the Board of Bosco Society, neither of which were acceptable to the Society. These budgets were apparently the first part of a process designed to establish a better defined relationship between the two organizations.

Bosco Homes Inc. then proposed that the assets associated with the treatment program be transferred, and that Bosco Society pay any and all outstanding indebtedness. It was further proposed that once these issues were concluded, a guaranteed monthly supplement could be negotiated. Accompanying this proposal was what I perceived to be a veiled threat to take "independent" action.

The response from Bosco Society was swift and telling. Bosco Society made it abundantly clear that unless Bosco Homes Inc. changed its attitude and conducted itself in a more "civilized and Christian manner" no further cash would be delivered. The battle lines had been drawn and while I suppose that some resolution was possible, relationships had so soured that this was impossible. To an outsider this seems somewhat bizarre, given that the group homes for the children were/are the raison d'etre for the whole Bosco operation.

Lacking additional financial support from Bosco Society, Bosco Homes found itself without sufficient monthly operating funds. Options available to continue the program without the support of Bosco Society were explored, but to accomplish this meant that government would have to raise the per diem rate, an option that government was not prepared to embrace.

Ultimately it was this lack of operating funds that caused Bosco Homes to re-establish communication with Bosco Society. Bosco Society undertook to provide necessary funds to meet Bosco Homes Inc. outstanding and current liabilities and was prepared to cover the difference between the cost of the program and monies provided by government.

Bosco Society, however, was not prepared to, in essence, save Bosco Homes Inc. without a quid pro quo. Relationships between the organizations were unpleasant to say the least and the Society was not prepared to continue funding an organization which considered them to be the enemy. The monies which the Society were prepared to advance came with the following conditions:

1. Bosco Homes immediately move to become an affiliated charity of Bosco Society with provision in its Charter that Bosco Society have the right to appoint a majority of the members of the Board of Directors of Bosco Homes.

2. Bosco Society will continue to own the homes and other substantial assets used in the operation of Bosco Homes.

3. The confidentiality of the affairs of Bosco Homes and Bosco Society be maintained.

The Board of Bosco Homes, not prepared to accede in total to the conditions requested by Bosco Society, did accede to condition No. 1, by appointing the nominees of Bosco Society to their Board. With these appointees in place, the entire Board of Bosco Homes Inc. resigned.

D. RESIGNATION OF BOSCO HOMES INC. STAFF

The resignation of a Board of Directors (the Executive Director had also resigned) often has little effect on the employees of that organization. While, no doubt, employees find comfort with certain types of managerial style, the Board in this case were volunteers and while staff certainly felt some loyalty, these were volunteers. Volunteers come and go, often with little effect.

In the case of Bosco Homes Inc. mass staff resignations occurred shortly after the interim Board took office. The majority of the resignations took effect on a gradual basis from June through October and by January 1, 1989, all 37 staff members had left the employ of Bosco Homes Inc.

It would be easy and perhaps understandable to assume that the resignations of the staff of Bosco Homes were for the same reasons as the Board of Bosco Homes Inc. Interviews with many of the former staff, convinces me that this is not the case.

While the Bosco Homes Board resigned in April of 1988 following irreconcilable differences with the Board of Bosco Society, the resignations of staff did not begin until June of 1988.

I think a number of factors prompted the resignations of staff. Firstly, I believe there was a sense (and here remember that some of the staff span both organizations) that Bosco Society would now once again run the treatment program. Secondly, at a meeting with all the staff, vicious criticism was made of the previous executive director and the prior Board. Thirdly, the denial by Father Larre of a variety of personal allegations at a general staff meeting, (most of which were unknown to those present) left most staff speechless and stunned. Fourthly, the rejection by the interim Board of a mechanism devised by staff to run and operate the treatment program, disappointed many staff.

Staff employed by Bosco Homes Inc., both old and new, felt very comfortable with their treatment program. While new staff had no history to compare, staff with more tenure did, and even these were of the view that the program was better. Criticism made of the past Board and executive director were taken as criticisms of themselves especially since some had never met members of their new Board. For those long standing staff, a return to the "old days" was not seen as progressive. Furthermore, staff were already leery of Bosco Society's agenda, and there certainly was concern that the Society's focus was not theirs - which was their home, in Regina.

The general staff meeting held following the Board resignations, which was supposed to be an opportunity to inform the staff of recent events and to outline a future course, went badly to say the least.

Perhaps assuming that staff were fully aware of all the issues that caused the blow-up between the Bosco Society and Bosco Homes Boards, Father Larre proceeded to deny allegations of personal misconduct, child abuse, theft and mismanagement. While some of the staff knew Father Larre personally, others only knew him by reputation and few if any had any idea that these were issues. Most knew that there was some kind of financial dispute going on, but this was the first time that many heard about the various personal issues that were being discussed.

Virtually all were stunned. Those who didn't know Father Larre, were beginning to ask - "What is going on here?" Too, those tenured staff who had heard some of the same stories before, but dismissed them as being untrue were shaken. What some of the children had been saying was one thing - the fact that it was now being said by persons whom they knew and respected was quite something else.

The fact that the new Bosco Homes Board was comprised of representatives of the Bosco Society Board, did little to allay the concern of staff as to the future of their program. The opening of a treatment centre in Edmonton was more than ample evidence that Bosco Society had plans for their fund-raising monies other than Bosco Homes Regina. Suspicions also were held that monies raised at Craven, which were supposedly being raised for them (Regina being the only available evidence of a treatment program for kids) were not finding their way to the program.

The point of all of this is that regardless of whether any or all of their suspicisions were true, a climate of uncertainty and frustration pervaded the existing staff. To some extent as a reaction to protect their vested interests, (i.e. their treatment program) a management plan to run the program was devised. This management program was presented to the new Board, but was rejected. Staff saw this as a signal that the fund-raiser and the program would somehow be blended together and there certainly was strong feeling that this would be retrogressive.

Resignations submitted to the Board, following the rejection of the "management plan", were staged to occur for the most part over the course of the next 2 to 3 months. One would have thought that if this group could not or would not accede to the wish of their employer, resignations would have occurred enmasse. Parties have speculated that this gradual process indicated an attempt by staff to either have the Board accede to their demands or alternatively to ensure that the program would fail. To some extent, I think that this is true. On the other hand, the Department of Social Services, who were reasonably knowledgeable as to what was going on, had indicated that certainly one of the options should the program fold, would be for government to pick up the pieces and run the program by itself. I do not suggest that staff were given any assurances that this was any more of an option than anything else, but perhaps it was the only option they heard.

Ultimately the resignations of the staff become effective and Bosco Homes, having hired a new Executive Director, went about acquiring new staff for its treatment program.

E. CONSEQUENCE OF STAFF RESIGNATIONS

The resignation of the Bosco Home staff meant that new staff had to be engaged, virtually immediately.

While new staff were eventually put into place they were not only new to the Bosco Program but the majority were new to the human services field. Compounding this replacement process was the fact that turnover was occurring amongst the new staff. The Board was not only replacing the old with new inexperienced staff, but even this group was being replaced.

By the time the Department of Social Services placed two senior members of their staff into the homes the children were simply out of control, both in the homes and at the school. Staff had been assaulted and were being treated rudely and aggressively, school and home property had been damaged, children were constantly disappearing from school and home, and fires had been set in and on the school property. What has been described as a "riot" occurred at the school on October 17, 1988.

Not only were the children acting out but little attention was being paid to their behaviour and no consequences were occurring. A report prepared by Social Services staff describes the situation in the following terms:

"Upon arrival at Bosco's Alta Vista School on November 4, 1988, and similarly while touring the four homes the same day, we became concerned about the stability of the children, and the danger that this presented. The Alta Vista School environment was particularly uncomfortable, as the children displayed extremely angry behaviour towards authority, openly challenged direction and responded to friendly overtures by the staff with defiance or argument. There appeared to be a lack of leadership by child care staff and teachers to discipline, set standards for behaviour and enforce expectations with consistency. The prevailing atmosphere associated with unaddressed rudeness and defiance was overwhelming "out of control". Limitations in staffing, at that time required all children, unless ill, from all homes to be brought to Alta Vista for the day to attend school (none of the 19 children in the program were attending community schools). What this accomplished and encouraged was to group together unstable individuals who fed in to each other's misbehaviours. The "riot" at the school (as described by a social worker visiting on the day of October 17, 1988) where two boys had to be removed to alternate departmental resources, could be a predictable recurring event, given the present level of functioning of staff and children.

In the homes, we became equally concerned, as one of the residents had "trashed" his room the night before. The damage to the interior of his room was extensive. Large areas of drywall had been pulled away from the framing, holes with projectiles embedded in them were in all four walls, the bed and chest of drawers were scattered, and broken glass from soft drink bottles was throughout the room. One of the female residents of the home described the event as "... terrorized his room". We would agree with that description. The very worst result of this event was not the physical damage however, but the fact that this event had occurred, and essentially been unaddressed by the staff. When we arrived, the day staff person asked, "What do we do, he won't clean up his room?" The boy had wrecked his room, refused any direction that evening, and received no consequence for his actions. Indeed he was met by us in school the following morning where he was not attending his classes, and still was unaccountable for his behaviour. These examples serve to illustrate the degree to which the children were out of control."

The resignations of the Bosco staff, even if occurring under conditions of normalacy would have been disruptive. The fact that the separation of staff from these youths was not accomplished in a positive way, virtually guaranteed an atmosphere of hostility and frustration. Long term relationships had developed between child and care-giver and even if one or two staff had resigned in the normal course of events, problems with a particular child likely could be expected. Some of these problems likely can be tempered by the skill and knowledge of those remaining. Gradual transitions can then occur.

In the case of Bosco, within virtually two months, all the staff were gone. This meant that the children had no one to fall back upon. Experienced staff may have been able to deal with the resultant behaviour (which in some cases simply was to test staff). This was not the case, as new staff not only had no experience with the philosophy of the Bosco program, but had little if any child care experience. However motivated, the staff did not have the skills or training to deal with the children.

While the inability to control and correct the behaviour of the children can to some extent be laid at the feet of a young and inexperienced staff, the previous staff and the executive director hired by the Board in June 1988 must also accept some responsibility.

Experienced child care workers, teachers and psychologists should know, and if they don't, ought to know, the likely effects of separations where relationships are as intense and close as they are at Bosco. Even at the best of times a certain amount of acting out will occur. It would be naive in the extreme to suggest that the former staff could not have anticipated an "out of control" atmosphere given the magnitude of their resignations, the timing and the way in which they parted.

The obligation to ensure an orderly transition from old to new, lay with the Executive Director of Bosco Homes Inc. While new to Bosco, he was not new to the child care field. One would have thought that, given the experience level of persons hired to deliver the treatment program, some sort of training program, would have been instituted, almost immediately. This was not the case and in fact, the prevailing strategy in the homes and the school was to ignore the children's behaviour.

The first order of business identified by Social Services staff in November was to develop a training program. The conclusion they reached, which was obvious to all who came to Bosco, was that if the program was to succeed, the staff had to get control of the situation.

Whether the lack of a staff training program was due to the chaos that existed in the program or was due to an emergent philosophy of normalization is neither here nor there. The children were out of control and little was being done to rectify the situation. Certainly, conditions were ripe for the incident of October 24, 1988.

F. DEPARTMENT OF SOCIAL SERVICES RESPONSE

To say that the Department was aware of difficulties between Bosco Society and Bosco Homes in the latter part of 1987 is reasonably safe.

The position taken by the Department at this point was that this was a dispute between two independent organizations and the parties ought to resolve their differences without interference. As matters progressed and the relationships between the two organizations deteriorated, Department of Social Services explored, internally, a number of options, which included:

1. reducing placements
2. providing additional funding
3. removing all the children
4. assuming the operation
5. having the operation assumed by another non profit society.

With the announcement of the resignation of the Bosco Homes Board and, the new Board indicating that the program would continue, the Department adopted an attitude of wait and see.

Prior to the announcement of staff resignations, representatives of the Bosco staff met with Department officials and expressed their lack of confidence in the new Board. The Department while encouraging staff to resolve their differences with the Board, offered to be of assistance in the event that staff felt it necessary. During the course of the meeting, a variety of options were discussed, should the staff resign en masse. One of the options discussed and perhaps the only option which staff paid much attention to, was the option that government would take over the program. No doubt, to some, this meant that employment opportunities might be available should the ultimate step be taken. As we now know, this did not occur.

The resultant resignations, which occurred the next day prompted the following departmental action:

1. A meeting between Social Services officials and Brian Mitchell, the Executive Director of Bosco Homes.

2. A physical examination of the homes and the Ranch to determine whether licensing requirements were met.

3. A freeze on placements at Bosco Homes.

4. Increased contact between regional workers and children in Bosco Homes.

Throughout the next months, regional contact between child and worker was increased (with the exception of the northern offices) to face to face contact with the child every 2 weeks. In addition the Department sought and received confirmation regarding the qualifications of staff replacements.

In late September 1988, the Department received a report of a number of incidents that had occurred at Bosco Homes. This report provided by former staff related numerous incidents of what would appear to be uncontrollable behaviour and/or inadequate or inappropriate discipline.

To a large extent this report (which was originally unsigned, but subsequently signed) was seen by the Board and Executive Director of Bosco Homes as "interference" on the part of previous staff members and a further attempt at disruption.

Quite the contrary, the "report" came as a result of continued contact between ex-staff and officials of the Department of Social Services who had quite plainly indicated that investigations would be conducted if specific incidents and children were identified.

Unintentionally, the Department had created a dilemma for previous staff. From a "best interest of the child" perspective the maintenance of previous relationships was probably not a good idea - yet on the other hand, ex-employees were being told that information which would indicate that the children were at risk would be investigated.

The subsequent "report" was dealt with in two ways. It was forwarded to the police, who returned it suggesting that the contents indicated a management problem as opposed to any criminal activities - no action was proposed. Bosco Homes Inc. were requested to respond. Other than some follow-up regarding two allegations of physical abuse, the majority of the reports that children were unsupervised or skipping school, went uninvestigated.

Bosco Homes subsequently provided a verbal report to the Department but it was not until November 17, 1988, that the Department received any form of written report from Bosco Homes Inc.

The Department of Social Services is obligated to investigate allegations of abuse. Furthermore the information provided by former staff, if true, indicated serious problems regarding the care and treatment of children placed in Bosco Homes Inc. It was not until two senior staff were placed in the homes did the Department realize the severity of the situation.

G. FUND RAISING

It is important for members of the public when donating to a charity to be reasonably certain that the monies donated find their way in whole or in part to the organization to which the donor intend.

In the case of Bosco, prior to the creation of Bosco Homes Inc. there was but one organization. As the treatment program was its one and only enterprise, monies received from donations and from government sources, were directed towards the treatment program. Financial records from 1971 to 1980, indicate that monies received from government and other sources, including donations outstripped the need, resulting in a sizeable accumulated surplus.

In the years 1980-84, significant debts were incurred. These debts were not solely incurred by the treatment program, but were in large part due to the expansion at Craven. While the Society argues that the accumulation of debt, did not impede the maintenance or even expansion of the treatment program, once accumulated that debt somehow had to be discharged. Monies, which could be appropriated to the treatment program, would now be used to pay off the debt. The subsequent assumption of this debt by Big Valley Development Corporation in 1986 relieved the Society of this obligation, but nevertheless the debt will have to be repaid.

With the creation of Bosco Homes a clear signal was sent by government that the fundraiser should no longer be part of the treatment program. The dilemma however is that the program offered by Bosco Homes has not and likely will not be totally funded by the purchasing source.

This means that so long as the same type of program continues to be offered, there will be a greater or lesser dependency on the fund-raiser, Bosco Society. While both organizations may have the same goals - "helping children" the agendas of each organization most certainly are different. The only agenda for Bosco Homes Inc. is the group homes in Regina and its treatment plan. Bosco Society on the othe hand, didn't and doesn't have a similar agenda. The agenda of Bosco Society is to raise funds, to start up treatment centres and to financially supplement the treatment programs developed by those charged with the responsibility for ensuring treatment. Add to this that Bosco Society is the only shareholder of Big Valley, and that tourist promotion is mixed in with helping children and the picture becomes even more complicated.

Prior to the opening of the Edmonton project, the only entity visible to members of the public which was involved in treating emotionally disturbed children were the various group homes in Regina - they were "Bosco Homes". While the organizations split, they

didn't split perceptually. Advertising which is done by Bosco Society leaves the impression that all monies solicited goes towards the Regina treatment centre.

The fact is that all money solicited and obtained in the various lotteries goes to Bosco Society, which then determines what monies, if any, will be paid to the Regina treatment centres. Given Bosco Society's often stated desires to expand, monies which are raised could be earmarked for those projects. The point that needs to be made is that while all the profits from the various fundraising projects could be appropriated to the Regina treatment centre, there is certainly no guarantee that they will be. Should treatment centres be developed in other areas of the province or other areas in the country, these various centres, depending on a variety of circumstances, may all be competing for a portion of these profits. The stability of the program will then be dependent on the relationship which exists between the Boards of the treatment facility and the Board of Bosco Society The situation in Regina may be the extreme, but it no doubt is an example of what can happen should relationships sour.

The situation with the Jamboree and the Round-up is similar. Again the public is solicited to support an organization which the Saskatchewan public knows only as a series of group homes and a school in Regina.

Quite likely those who purchase tickets to these events believe that any profits will go towards the treatment of children in the homes but, as indicated earlier, any profits go directly, not to the treatment centres, but to Bosco Society, which can most certainly pay all the monies to Bosco Homes Inc. but, then again, are under no obligation to do so.

H. CONCLUSION

In 1984, the demise of a treatment program for emotionally disturbed children was rescued by the guarantee by Government of a $1.3 million loan to Bosco Society.

Fearing that this would be the first of many requests, it was decided that certain conditions would have to occur, so as to prevent a recurrence. The proposed solution, i.e. the creation of a separate entity with ownership of those assets associated with the treatment program was an attempt at securing the child treatment program.

Had the Bosco philosophy been such as to allow costs to equal per diem revenue, then perhaps the ownership of the assets, may not have been all that important. As the program provided does not permit that occurrence, then ownership of those assets associated with the program becomes more important. With fluctuations in enrollment comes the ability to expand or contract without reliance on a benevolent benefactor. For example, during a period of downsizing from 1985 to 1987, Bosco Society sold some of its homes and realized a profit of $775,167. Had these assets been in the name of Bosco Homes then the funds would have been available to the organization to offset other costs.

The argument advanced by Bosco Society that "clout" only comes with an asset base is equally applicable if the care-provider is the one with the assets. Without this resource, however, the care-provider continues to be dependent on its benefactor, in good times and more so in bad times.

What had been seen as a mechanism to create a less dependant or even dependant free, relationship didn't pan out, partly because Bosco Society had no intention to remove the dependancy, and partly because the agency charged with enforcing the agreement (the Department of Tourism) had no responsibility for the care and treatment of the children in the Bosco program.

Certainly the subsequent resignations of the Board of Bosco Homes was not solely related to finances. However, it was financing that ultimately caused them to realize that they were not, and perhaps could never be, fully independent from Bosco Society.

Until such time as government can be assured that the treatment program can operate independently of Bosco Society, it remains possible that history will repeat itself. Even if a contractual relationship exists between Bosco Society and the care-giver, so long as the care-giver remains other than marginally dependent on the fund-raiser for monies, the fundraiser will always have at least an indirect effect on the program.

If the program is to be run by people expert in child care issues, the ever looming presence of the fund-raiser at the table, will always have an effect.

I was most struck during the investigation when it was suggested that the objective of Bosco Society was to have the same program, country-wide. Likened to a fast food chain, the objective would be to ensure consistency and sameness in each program. Given the diversity of our province, let alone the country and that the needs of children not only differ from place to place but from child to child, one wonders if the child is being fit to the program rather than the reverse.

IV. DEPARTMENT OF SOCIAL SERVICES OBLIGATION

A. CHILDREN IN CARE

There exists no neat list of parental rights, powers, duties or obligations. Largely parental rights depend on the degree of practical power which parents have over their children, coupled with the extent to which other people or authorities either recognize or limit that power. Parental responsibilities largely depend on the ability of authorities or others to obligate parents to adopt acceptable standards of care.

Children come into care either voluntarily or by the Order of a Court. Those placed voluntarily can in certain circumstances be returned to their parents. Children found to be "in need of protection" by our Courts can inter alia be committed temporarily or permanently to the care of the Minister of Social Services.

Once in care, the Department seeks to place them in an appropriate home, be this a normal foster home or in a group setting. Unfortunately, some children need a very structured environment and constant supervision to repair the damage suffered from severely disruptive or abusive home situations and Bosco Homes has been seen as an adequate placement for such children.

The original intent of the Bosco program was that children would reside in a home, and receive schooling and therapy from the community. As numbers grew and as it was felt that treatment and education could not be adequately provided by the community, decisions were made to internalize the program. The children would now live in homes staffed by Bosco child-care staff, would receive therapy from Bosco trained psychologists and attend school staffed by Bosco employed teachers.

The thinking behind such structure is evident upon review of the Bosco philosophy which provides inter alia as follows:

1. We believe that many teenagers with problems require a total change of environment for a prolonged period of time in order to find their emotional stability.

2. We believe in treating the "whole" person with his psychological and emotional, social, spiritual and intellectual dimensions within the context of everyday living situations.

3. We believe in a highly co-ordinated and closely co-operating team effort between psychologist, social worker, teacher and house parents in dealing with disturbed teenagers.

While many things at Bosco have changed, these three principles remain as an integral part of the Bosco program.

The obligation to assess and determine the worth and value of such a program of treatment and development rests with the natural, or in this case, the legal guardian. Should such a program meet and serve the emotional behavioural needs of a child, then, by all means, it would not only be beneficial but arguably legally imperative upon the parent to seek out and utilize such a resource.

B. PROGRAM ASSESSMENT

Bosco proposes a treatment plan unique to Saskatchewan. It includes intensive psychotherapy, group living and separate school instruction, and is for the most part insular from the community around it.

The only assessment ever conducted on the Bosco program was one conducted by Department of Health in late 1980. While some argue that the assessment was cursory and not a true representation of the program, the conclusions reached indentified a number of areas of

concern which quite frankly were already well known to the Department of Social Services. These included:

1. lack of individual treatment plans
2. inappropriate use of corporal punishment
3. program inconsistencies
4. emphasis on program's objectives vs. youth's needs
5. limited community and family involvement

Knowing deficiences exist, the Department of Social Services having assumed licensing obligations by 1980, ought to have ensured that any problems were either rectified, addressed or improved.

The Contract for Care, eventually signed in 1986, does spell out responsibilities for the licensee/licensor. However provisions do not exist for overall program review as a pre-requisite to maintain a license.

The Department may believe individual workers can assess the success of a program. However all regional staff interviewed only felt responsibility for individual children and opinions varied greatly on the value of Bosco's psychotherapy model. Most felt that licensing meant that the program had been approved by

those responsible for issuing the license, thereby assuming treatment would be of benefit to specific children with emotional problems. Members of Placement Committees also did not see their role in terms of overall program evaluation.

Over the years the Bosco program has changed. During the latter 1970's and early 1980's the children placed at Bosco tended to be in their early and late teens. In 1988, children, as young as 10, were being placed. Referral to Bosco, were also affected by The Young Offenders Act, as young offenders were now placed in specific designated facilities.

In the absence of any systematic evaluation of the Bosco program, the question of whether the program generally meets the Department's needs for a special resource has not been answered. One method to accomplish this is for regular comprehensive reviews of the program as a whole to determine if the facility is/or can address the problems of children placed there.

RECOMMENDATION

1. That the Department of Social Services conduct a full review of the Bosco program, to ensure that it meets the special needs of children placed there.

2. That the Department of Social Services conduct yearly audits of the Bosco Treatment Program as part of its licensing process.

C. PLANNING AND CONTINUED ASSESSMENT

1. Initial Planning

While perhaps trite in child care circles, it is important if not fundamental, that some sort of plan be developed for the child, even if only for the short-term. Then too, the child must not be forgotten in the development of his/her future. "The Child in Care Review" conducted by the Department of Social Services says:

> "In summation, all meeting participants and those interviewed confirmed that not only is planning essential, but it must involve the care-giver, child and parent to be meaningful. As well it must be timely, consistent and clear in terms of responsibilities of all parties."[2]

Children placed in Bosco Homes come from all over the Province of Saskatchewan, and other jurisdictions. Generally speaking, those placed at Bosco had exhausted other resources in their own regions including foster home or group home placements.

2"Child in Care Review", 1987, p. 33.

Regularly we saw the following pattern: attempts to work with the child in the home with use of supports (counselling, special education classes, parent aides) fails. One or more foster home placements (in one instance we noted eleven placements) are unsuccessful due to the inability of the home to cope with the child's behavior. Finally a request is made to approve placement in a Special Resource such as Bosco. The failure or absence of Regional Resources to address the child's needs becomes the justification for placement in a Special Resource.

Approval means that the child, regardless of the whereabouts of his home community, must move to Regina. The result is that any plan, especially one involving parents becomes extremely difficult or impossible to initiate or maintain. In addition, although regional committees have been established in the six Social Service Districts throughout the province, parents from distant communities may find it impossible to be involved even in the initial stages of a special placement request.

Planning becomes designed by the legal guardian and/or its agent. Rarely do children, parents or other care-givers attend planning meetings. That is not to suggest that decisions are taken without consultation with the parent by the social worker involved in the case. However, if the plan is to

involve the eventual return of the child home or to another care-giver, one would assume that ongoing contact between child and parent would be part of a treatment plan.

The absence of a detailed treatment program was glaring on most files. Rarely were time-frames provided as to the length of treatment required. Occasionally requests were made for three month assessments which usually concluded longer term therapy was necessary. How long therapy was needed was not specified.

Comparison of child care files pre-dating 1988 to more current files showed placement committees had made the effort to identify a child's emotional problem when referred for treatment. However, the "bigger" picture setting out the results expected from treatment, the logistics of how these results were to be achieved, the responsibilites of all parties and the timing of reviews (recognizing circumstances do change) was poorly documented. The Department's own recording policy does specify these requirements. The directions were there - but absent was some ongoing review to ensure documentation was consistently and completely done. This is not to suggest that planning did not occur. However, in absence of the "bigger" picture, I sense, as with the referral process, that the Department reacts to children's needs rather than directing them.

Furthermore, how can one know or evaluate success of the treatment at Bosco (or any other resource) if measurable goals are not documented?

RECOMMENDATION

3. That the Department of Social Services satisfy itself that its recording policies, which specify plans for treatment including long term goals, the logistics of the goals, the responsibility of all parties and the timing for reviews, be followed for each child at Bosco (and any other Special Resource) now and in the future.

4. That the Department ensure its recording procedures are consistently applied.

2. Ongoing Assessment and Monitoring

The policy of the Department of Social Services regarding the continued care of a child who has been committed to the Minister is that the worker who had charge of the child(ren) prior to placement in Bosco remains responsible for ensuring the ongoing care/treatment is both reasonable, adequate and in the child's best interest. Furthermore, the Contract for Care signed by Bosco identified the child care worker as bearing this primary responsibility.

Interviews with over 20 Social Services staff and 20 former residents of Bosco Homes convince me that such a system does not always work. By the time a social worker actually has a child physically placed at Bosco Homes in Regina, he/she has not only exhausted the resources in that community (foster homes, schools, etc.) but has frequently exhausted himself/herself. Placement at Bosco was viewed by many as a place of last resort where a professional treatment centre with trained staff would provide specialized service to this difficult child. By placing the child at Bosco, the social worker in effect delegated the primary responsibility for the child to Bosco Homes, permitting him/her to focus on the balance of his/her caseload. The child once placed at Bosco did not demand the same attention as the child who remained in the local community.

Social workers perception of their role regarding children placed at Bosco varied greatly from one region to another and even within individual offices. Some did indeed maintain a "primary" role and met often with the child, Bosco staff and the parents. Others used the telephone to supplement occasional personal visits. Still others had relatively little personal contact perceiving this responsibility to be with the staff of Bosco Homes.

The pressures of increasing caseload volumes undoubtedly was a factor in determining the frequency of contact with children at Bosco Homes.

Likewise did distance between worker and child. These factors alone did not account for the variances in level of contact. Instead, it appears that "role perception" was the major determinant in most cases. Those workers who perceived that it was their role to develop and maintain an ongoing relationship with a child at Bosco, generally did so, in spite of distance and caseload volume. Those that did not perceive themselves as being primary responsible for the child did not. Those who did not, generally perceived that as Bosco was receiving some $120.00 per day to provide specialized care, that responsibility should be with Bosco.

Clearly, the Department has a responsibility to ensure that all staff, in all parts of the province, fully understand the role to be played by a social worker placing a child at Bosco. Furthermore, if workers are to maintain a high level of personal contact, then the Department must consider factors such as caseload volumes and distances if expectations are to be practical and realistic.

This variation of "role perception" was confirmed by statements made by former Bosco children who were interviewed. When these children were asked about their respective departmental social workers, some kids responded that "they didn't have one".

However, upon being reminded that their social worker probably drove them to Bosco, most remembered the name of a social worker. Usually, the children remembered contact as being once or twice yearly. Occasionally, contact was reported as 3 or 4 times per year and sometimes even more frequently. For those children who were long term placements at Bosco, it did not appear that many of them had been able to form/maintain any meaningful relationship with their department social worker.

RECOMMENDATION

5. That the Department of Social Services develop a policy which clearly indicates to their child care staff, the role that they are to play in respect to children placed at Bosco.

6. That this policy be specific with respect to frequency and type of contact (personal interviews vs. telephone contact).

7. That should the regional social worker remain the "primary worker", then factors such as distance from the treatment facility and frequency of contact must be considered in determining caseload volumes for these workers.

3. Regular Reporting Requirements

Individual contracts for care for each child placed at Bosco were signed beginning in 1986. These contracts provide that quarterly reports are to be provided to Social Services by Bosco Homes. While the contracts do not specify that these reports be in "written" form, that is certainly the form which one would anticipate if Bosco was to be truly accountable to the Department. After review of approximately 45 department files, I am satisfied that (up until October 1988) Bosco Homes rarely, if ever, met the requirement of quarterly written reports.

Over a period of years, Bosco had adopted the practise of providing verbal reports, as opposed to written ones. Department social workers were invited to attend case conferences and receive program reports on their respective children. Again, variations were observed in the actual practises of respective workers as some attended case conferences "faithfully", while others "less regularly". This practise of verbal reporting by Bosco staff shifts the onus to the Department social worker to document the child's treatment and progress. What should have been the responsibility of the care-giver (Bosco Homes), now became the responsibility of the Department's social worker.

The absence (shortage) of written reports is not necessarily an indicator that nothing is happening in terms of treatment for the child. However the value of the written report, in the absence of the parties involved, becomes immeasurable when it becomes necessary to demonstrate whether in fact you have fulfilled the obligations which you have agreed to undertake. To suggest that you have fulfilled those obligations and measured up to your responsibilities in the absence of any or little documentation to support that contention rings hollow. To a large extent that is the position in which the Department finds itself today.

Our review of departmental child care files confirms that the department was generally aware of this deficiency in the number of written reports being submitted, but had difficulty in encouraging Bosco to meet its obligations. For example, the "Manager of Residential Services for Children and Youth" (for the Department) would often identify a lack of written reports or some deficiency in the quality or content of a report which had been submitted. In turn, this Manager would then relate his concerns to the Family Services Supervisor for the district from which the child originated. The Supervisor then would bring the matter to the attention of the individual child care worker. The child care worker then makes a verbal or written request for documentation from Bosco. In the absence of an appropriate and timely response from Bosco, the worker is then forced to compensate/account for this deficiency.

RECOMMENDATION

8. That the Department of Social Services ensure that written reports on children in care be submitted by the care-giver at least 4 times yearly.

9. That the frequency and quality of written reports form part of the regular program evaluation.

D. DISCIPLINE

1. General

To discipline a child is to control in some way his everyday behaviour. Discipline can take many forms from peer pressure, withdrawal of privileges, to corporal punishment.

While for the most part, parents have a right to discipline, this right is not unlimited or unrestricted. Punishment to be lawful must be reasonable and must take into account the cause, the age, the understanding and the physique of the child.

Where a parent has entrusted or delegated the care of his child to another, he either must provide the delegate with appropriate instructions or should he care to give the delegate a free hand, must agree with the views and philosophy of the delegate. (The assumption here is that any discipline would be lawful.)

The long standing policy of the Department of Social Services regarding the discipline of children in care, is that foster children are to be disciplined in the same manner as the foster parents discipline their natural children.

My predecessor in a report entitled "The Protection of Children: The Rights of Children: The Urgent Need to Improve a System in Crisis" said:

> "... The primary problem inherent in the present policy is that it encourages violence to children. In my considered opinion, there is no room whatsoever for approval of "usual parent" discipline when dealing with apprehended children in foster care. This is particularly true in the case of foster children who are in care because of their being abused. For a start, the children foster parents are dealing with are not usual children. If they were, they'd be at home with their natural parents ..."[3]

The situation in the case of Bosco is even more unique in that the care being provided is not being provided within the context of a normal family but by employed staff. The policy of the Department simply does not fit a situation where the family consists entirely of foster children, and the dynamics of a normal family do not exist and cannot be duplicated. In order to determine usual discipline there must be some norm against which it is assessed. In Bosco's case, there being no natural children, discipline towards the children in care cannot be assessed against that norm of an ordinary family setting.

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[3]The Protection of Children: The Rights of Children: The Urgent Need to Improve a System in Crisis", p. 8. A report by David A. Tickell dated December 31, 1986.

It is envitable, given the policy of the Department regarding usual parent discipline, that corporal punishment is likely to be administered by the foster parent. While marginally arguable that the policy has merit in the normal foster relationship, I feel the unusual circumstances in which children find themselves at Bosco, negates the "usual parent" rule.

Thus, in a group home setting where there are no family dynamics and no parent/child relationships, physical punishment has an impersonal, institutional character. For abused, distressed children this then becomes just another instance of abuse and must severely limit the opportunity for staff to form any meaningful and effective relations with the children. I would like to see corporal punishment removed as a corrective option where there is no normal family setting.

RECOMMENDATION

10. That the use of corporal punishment be prohibited in those cases where the care-giver is an organization, non-profit or otherwise.

2. Specific

Corporal punishment did occur to children in the care of Bosco. Departmental files document two incidents where serious questions arose as to the kind of discipline practiced at Bosco. (There is reference to a third but files were unavailable due to the passage of time.) Furthermore there appeared, at least until 1985, a pervasive attitude amongst Department staff that corporal punishment and other forms of behaviour control (moral pressure, isolation) were utilized by the organization.

The Department investigated both of these incidents and concluded that the discipline used in at least one instance was inappropriate. What was somewhat surprising is that the investigation produced little tangible result. The children remained in the care of Bosco, and other than a sense of frustration over an inability to obtain a clear statement of Bosco's discipline policy, life went on.

Had those been the only incidents of corporal punishment, a conclusion could be drawn that its use was rare, and while the Department may not have fully approved of Bosco's policy, the consequences of not knowing are certainly less critical if it is not being practised.

I am satisfied, however, that these were not the only incidents where corporal punishment was used as a measure of discipline. Twenty-one past residents of Bosco were interviewed during my investigation. While not randomly selected these children span the entire 17 years history of Bosco. Eighteen of those interviewed were aware of the use of corporal punishment. Thirteen specifically indicated that they had received corporal punishment. Of those thirteen, ten considered their punishment to be excessive. No instances of corporal punishment were described as occurring after 1985.

The provisions of my Act regarding the confidentiality offered to persons who provide information, together with requests for anonymity, preclude this office from corroborating the truth of these statements. We have been able to corroborate that at least one child was slapped, (the circumstances of which are unclear as to whether it occurred as a form of discipline) and that a belt was used on at least 2 occasions to strap children on the buttocks.

Care must be taken in regards to these allegations, not as to their content but as to when incidents are alleged to have occurred. Persons have come to my office to tell their story who have long ago left Bosco Homes. For the most part these are the graduates. Certainly some of them are high in their praise of Bosco; others however are not.

Recognizing that this office does not have a legislative mandate to bring these matters to a conclusion, my first reaction was that this information ought to be provided to others capable of addressing it in some meaningful way. Confidentiality provisions of The Ombudsman Act made this impossible. Then again, I could not stop persons who obviously wished to tell their story from speaking out. Furthermore, by allowing persons to share their experiences at Bosco Homes with us we would be able to determine whether or not the Department of Social Services had any knowledge of their particular circumstances and if so, whether any action had been taken. If the allegations had not been made to the Department, questions arise as to why not.

Some suggest that these children would, not only be reluctant to be truthful, but some would be quite capable of fabricating elaborate and fanciful stories. Others suggest that physical violence is part and parcel of these children's lives, and for many was not an issue. Other explanations are that even if reported, nothing would happen, or that there was no one to report it to.

Government must offer children in care an opportunity to speak up about ill treatment, either contemporaneous with the event or later. We have heard time and time again that children must develop a relationship of trust before this can occur, but the system that has been in place has not afforded the children an opportunity to develop such a relationship.

It is imperative that allegations regarding specific incidents of corporal punishment be dealt with in a meaningful way. The jurisdiction of my office does not permit me to bring these matters to a conclusion. That is for others to do.

RECOMMENDATIONS

11. That the Department of Social Services make available and identify a senior staff member to hear from persons who wish to describe their experience at Bosco Homes.

12. That the Department of Social Services investigate any and all allegations presently in their possession or received hereafter.

13. That the Department of Social Services receive and approve a discipline policy from Bosco Homes.

E. FUNDING OF BOSCO HOMES INC.

The Bosco program by design is such that the costs exceed the revenue. Per diems by the Department of Social Services together with educational revenues, have been insufficient to fully fund the program. This means that in each and every year a shortfall has not only been anticipated but expected. Prior to 1984, all monies, be they monies received from public or private sources went to the credit of Bosco Society. With the creation of Bosco Homes Inc., per diems together with revenues from local Boards of Education are now paid to Bosco Homes Inc., while Bosco Society derives its revenues from various fund raising activities together with profits raised by Big Valley Development Corporation.

Program costs, however, continue to outstrip the yearly funding provided by the various government agencies. While Bosco Homes can to a greater or lesser extent reduce its shortfall, it cannot eliminate it. Thus, its only alternative is to either raise funds itself, obtain services in the community, rely on Bosco Society or do all three.

Had the 1984 agreement been implemented, each organization would have had a base upon which it could either build upon, or contract, depending on circumstances.

As things developed, the relationship between Bosco Homes and Bosco Society remained an informal one, with Bosco Homes Inc. relying on Bosco Society to provide any shortfall and Bosco Society funding Bosco Homes without question. To some extent the relationship between the parties was as if there was still only one organization.

When attempts were made to develop the kind of relationship that ought to have existed from the beginning, positions adopted by the Boards as to who was responsible for what, made reasonable negotiations impossible.

Ultimately Bosco Society refused to provide any additional funds, which was at least partially responsible for the resignation of the Board of Bosco Homes. The conclusion which one most certainly can reach is that the fundraiser can have a very direct impact on the type of program delivered by those charged with providing treatment programs.

The extent to which those charged with the treatment program remain dependent on another organization depends largely on the degree of economic dependency. Where the economic dependency remains great, the quality of the treatment program wil rely to a large extent on the goodwill between the respective organizations. Where the economic dependency is small, the program becomes more secure.

The obvious answer to ensure the stability of any treatment program is for it to be fully funded. It makes little sense to utilize a service, especially one considered appropriate to care for your children, and then only pay a portion of the cost, hoping that the organization will be able, through the generosity of others, to balance its books. So long as this practice is perpetuated, the program will never be secure.

With Social Services being the main source of children in Bosco homes, it would give a measure of stability to the operational/treatment side of Bosco Homes Inc. if the department paid the full per diem cost associated with keeping a child at Bosco. Delivery of treatment and education to those desperately needful children should not remain at the mercy of public fundraising, particularly where the fundraising organization has no specific legal obligation to pay monies raised to the care-giving organization.

RECOMMENDATION

14. That the Department of Social Services determine in conjunction with Bosco Homes the per diem costs associated with its children, and that these costs be fully funded.

V. CHILDREN'S RIGHTS

A. Code of Children's Rights

Children in Saskatchewan must continue to rely on their parents to ensure their care. While no doubt The Charter of Rights and Freedoms speak to the question of children's rights, it is perhaps time for Saskatchewan to adopt a statutory code of Children's Rights.

The children, previously in the care of Bosco Society and subsequently in the care of Bosco Homes Inc. had no rights per se. Their care and treatment was based on the principle of "best interest".

I recognize that enshrining rights in law will not guarantee that children will not be abused or ill-treated. It will, however, set the stage for a course of conduct expected of persons charged with their care, and give children enforceable legal rights.

I again borrow from my predecessor who said,

> "It is time for a Code of Rights for Children to be legislated. It is time for a formal commitment by Government to children . . ."[4]

4Tickell, op. cit., p. 19.

The fact is that the State's responsibility does NOT stop once the child has been apprehended and placed. This is a reactive solution to the problem. The "state" owes these children BEFORE and after the fact some "rights" ... guaranteed rights. Rights that if breached will have consequences that come out in favour of the child, not the adults in the system.[5]

RECOMMENDATION

15. That the Government of Saskatchewan enact legislation to establish a Code of Children's Rights.

B. CHILDREN'S GUARDIAN/OMBUDSMAN

Like any predecessor I am concerned that the present system of dealing with children in care operates to the extent that the Department of Social Services is the only remedy available to children in care.[6]

The policy of primary worker responsibility means not only that this worker is responsible for the care of the child, but also that he/she is the child's protector. To me this system, as explained earlier, is not realistic.

5Tickell, loc. cit.

6Tickell, op. cit., p. 16.

The adoption of a protective entity, be it called Guardian or Ombudsman, or some other such title is not a new concept. Alberta has legislatively enshrined a "Children's Guardian" and the Manitoba Ombudsman provides similar services. The Matthews Report, while not recommending a full advocate or Ombudsman type role, recognized the need for some type of intermediary between parent and social worker.

The present system does not lend itself to adequate protection of children in care. They are, in essence, captives of the environment in which they live, and we as adults ought to ensure that they are afforded the protection they need and deserve.

RECOMMENDATION

16. That the Government of Saskatchewan establish a children's Guardian/Ombudsman.

VI. CONCLUSION

To a large extent this investigation has concerned itself with the issue of accountability. Children committed to the care of the Minister of Social Services have been placed with others, to provide for their care and treatment. Having done so, the Department of Social Services must ensure that these persons are accountable for the care which they have not only have promised but are expected to provide.

In the early days, Bosco Society the then care-giver was prepared to accept with little remuneration, children that various public run systems either couldn't or wouldn't care for. To a large extent Bosco was seen as a place of last resort. Government in a general sense was not only pleased but thankful that such a facility existed. Given that mind set, accountability was not a particularly pressing issue. Then too, Bosco Society was seen as achieving progress with some of these children.

Towards the late 1970's and early 1980's the issue of accountability began to emerge. The Department of Social Services became responsible for licensing the homes and with that came certain obligations and responsibilities. While subject to more scrutiny than before, relationships remained strained and to some extent frustrating, probably for all parties. Despite these difficulties children continued to be placed at Bosco.

By 1984, the financial situation was such that without additional government assistance, the treatment program which the Department ever increasingly utilized would be no more.

The subsequent agreement by which government perpetuated Bosco's continued existence, again can be construed as a vehicle of accountability. Rather than dealing with an organization that was doing a lot of things in addition to caring for children, government proposed and Bosco Society agreed to a separation of functions. Bosco Society would continue to raise funds and Bosco Homes Inc. would care for the children. Government could now deal with one organization whose sole responsibility was the care and treatment of children.

Unfortunately the party responsible for ensuring that this occurred was not the Department of Social Services but the Department of Tourism. The accountability for the care of the children, at least briefly, became that of Tourism.

With the creation of Bosco Homes Inc. it now became accountable to the Department of Social Services for it was they who were now responsible for child care. New relationships had to be formed and while things weren't perfect, as they never are, Social Services officials have candidly admitted they were better. Perhaps out of necessity a first ever agreement

was signed between "parent" and care-giver which outlined not only the obligations and responsibilities of the parties but also the rights of the children in care. This agreement was a further step, in principle, towards increasing the degree of accountability.

The reaction of the Department of Social Services to the resignations of the Bosco Homes Inc. Board and to the subsequent resignations of Bosco Homes staff also can be viewed as a measure of accountability.

Reactions can be and are different depending on the amount of information available at the time of decision. The Department of Social Services' reaction to the resignations was more of a hands off type approach. The requirement of increasing contact by individual workers simply was not sufficient to provide department officials with information necessary to make any decisions with respect to the children.

Just by way of example, one child had been away without leave (A.W.O.L.) 3 times prior to staff resignations and 18 times after the resignations. None of the absences after the resignations were reported to Social Services.

The assessment completed by the two senior staff members who were eventually assigned to Bosco if nothing else, confirms my view that the existing staff were not able to control the children that remained in Bosco.

The Department of Social Services have not held Bosco Society or Bosco Homes accountable to such a degree that they can say with any degree of certainty that the children they placed at Bosco, received the appropriate care and treatment to which they were entitled. Responsibility for ensuring accountability simply cannot be laid at the feet of individual child care workers. This responsibility must, and should be placed on those responsible, at more senior levels and beyond.

It is they who must ensure that the care-giver fulfill the responsibilities of reporting regularly, of ensuring appropriate discipline policies are in effect, that educational and treatment plans are adequate and commensurate with the needs of the children and finally to ensure that the children can develop meaningful relationships with persons outside the home to whom they can turn in time of need.

Surely, all of these issues must be addressed to the satisfaction of the department before any license is issued or any child referred.

RECOMMENDATION

17. That the Department of Social Services ensure that Bosco Homes enter into a contractual arrangement regarding the care to be provided to children placed by the Department of Social Services and that the Department ensure that Bosco Homes complies with both the specifics and the intent of that agreement.

VII. SUMMARY OF RECOMMENDATIONS

1. That the Department of Social Services conduct a full review of the Bosco program to ensure that it meets the special needs of the children placed at Bosco Homes.

2. That the Department of Social Services conduct yearly audits of the Bosco Treatment Program as part of its licensing process.

3. That the Department of Social Services satisfy itself that its recording policies, which specify plans for treatment including long term goals, the logistics of the goals, the responsibility of all parties and the timing for reviews, be followed for each child at Bosco (and any other Special Resource) now and in the future.

4. That the Department ensure its recording procedures are consistently applied.

5. That the Department of Social Services develop a policy which clearly indicates to their child care staff, the role that they are to play in respect to children placed at Bosco.

6. That this policy be specific with respect to frequency and type of contact (personal interviews vs. telephone contact).

7. That should the regional social worker remain the "primary worker", then factors such as distance from the treatment facility and frequency of contact must be considered in determining caseload volumes for these workers.

8. That the Department of Social Services ensure that written reports on children in care be submitted by the care-giver at least 4 times yearly.

9. That the frequency and quality of written reports form part of the regular program evaluation.

10. That the use of corporal punishment be prohibited in those cases where the care-giver is an organization, non-profit or otherwise.

11. That the Department of Social Services make available and identify a senior staff member to hear from persons who wish to describe their experience at Bosco Homes.

12. That the Department of Social Services investigate any and all allegations presently in their possession, or received hereafter.

13. That the Department of Social Services receive and approve a discipline policy from Bosco Homes.

14. That the Department of Social Services determine in conjunction with Bosco Homes the per diem costs associated with its children, and that these costs be fully funded.

15. That the Government of Saskatchewan enact legislation to establish a Code of Children's Rights.

16. That the Government of Saskatchewan establish a children's Guardian/Ombudsman.

17. That the Department of Social Services ensure that Bosco Homes enter into a contractual arrangement regarding the care to be provided to children placed by the Department of Social Services and that the Department ensure that Bosco Homes complies with both the specifics and the intent of that agreement.

APPENDIX

SASKATCHEWAN OMBUDSMAN

2310 Scarth Street, Regina, Canada S4P 3V7 (306) 787-6211
Toll Free: 1-800-552-7180

NOV 17 1988

Mr. Henry Kutarna
Deputy Minister
Saskatchewan Social Services
1920 Broad Street
REGINA, Saskatchewan
S4P 3V6

Dear Mr. Kutarna:

RE: BOSCO HOMES - OMBUDSMAN INQUIRY
OUR FILE #88-23000-40-307

Please be advised that I intend, pursuant to the provisions of The Ombudsman Act, to initiate an investigation to determine whether wards of the Minister of Social Services receive adequate care and treatment while in the care and control of Bosco Homes.

Without limiting the extent of our investigations we intend to examine inter alia:

1. The legal, contractual or other relationship between Bosco Homes and the Department of Social Services.

2. The extent to which the Department determines, contributes, assists, reviews the care provided to its wards while resident at Bosco Homes.

3. The extent to which the Department supervises the various programs provided to its wards by Bosco Homes.

. . . 2

4. The extent to which the Department investigated and acted on complaints made of it regarding the care and supervision of wards of the Department while in the care of Bosco Homes.

As I'm sure you can appreciate the amount of information is quite likely to be immense. There may be some advantages for our respective officials to meet to work out some of the logistical problems that likely will arise.

If you are agreeable could you please contact my solicitor, Gordon K. Mayer to arrange a convenient time, place and date.

Yours truly,

Gerald P. McLellan
OMBUDSMAN

THIS AGREEMENT MADE in triplicate this 21 day of

March, 19 81.

BETWEEN: Bosco Homes Inc.

(hereinafter called the "Licensee")

- and -

HER MAJESTY THE QUEEN in right of the Province of Saskatchewan as represented by the Minister of Social Services, (hereinafter referred to as the "Minister")

WHEREAS the Minister has responsibility for children in his care under the authority of The Family Services Act, and further has an interest in the well-being of adults who require specialized services to enhance the personal development of said adults under the provisions of The Saskatchewan Assistance Act;

AND WHEREAS the purpose of this Agreement is to establish, under the authority of The Family Services Act, a program to provide for the emotional, intellectual, and personal needs of a child and to provide skilled, effective treatment and child care services to children placed in the group home and the goal is to return the child to his own home, to a less intense resource in the community, or to prepare him for independence, under the authority of The Family Services Act; or to provide for the developmental needs of adults within the scope of The Saskatchewan Assistance Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for good and valuable consideration, the sufficiency whereof is hereby acknowledged, and also in consideration of the premises, convenants and stipulations herein contained, the parties hereto agree as follows:

DEFINITION

1. That in this agreement:

(a) "Adult" means a person who has attained the age of eighteen years of age;

(b) "Child" means any person under eighteen years of age at the time of his initial placement with the Licensee;

(c) "Group Home" means any group residential care facility operated by the Licensee;

(d) "Houseparent" means an employee of the Licensee who provides guidance, supervision and parental or custodial care for a child, or guidance and direction to an adult, on behalf of the Licensee under the terms of this agreement;

(e) "Person" means a child or adult referred for placement with the Licensee by the Minister.

CONDITIONS

2. That:

(a) The Licensee shall at all times maintain the appropriate license under The Family Services Act and

shall meet the criteria for annual licensing in accordance with the group home regulations set out under The Family Services Act;

(b) The Licensee shall care for and maintain any person placed in the group home;

(c) No child under 12 years of age shall be admitted to the group home, except in extraordinary circumstances;

(d) All admissions to the group home shall be approved by the Minister or his designate with the Licensee retaining the right of refusal;

(e) The Licensee shall permit and assist the Minister or his delegate in annually reviewing the physical plant and group home program;

(f) The Licensee shall maintain the group home in sound structural repair and shall suitably furnish the group home;

(g) The Licensee agrees to carry sufficient liability insurance as he deems necessary, but in no event shall he carry less than $1,000,000.00 and agrees to inform the Minister of the amount of liability coverage maintained from year to year and any changes in policy coverage from year to year.

3. The Minister shall pay the Licensee in consideration of provision of services detailed in this Agreement a monthly reimbursement as outlined in Appendix I attached to this Agreement.

TERMS OF AGREEMENT

4. That:

(a) This agreement shall be effective from April 1, 1986, to March 31, 1987, unless extended by written agreement pursuant to subclause (d).

(b) This agreement may be terminated by either party as follows:

(i) upon thirty days written notice to the other party;
(ii) upon mutual agreement of the parties in writing;
(iii) upon the Licensee declaring insolvency or bankruptcy;
(iv) immediately where the Licensee fails to comply with regulations governing group homes;
(v) immediately upon the failure of the Licensee to comply with the provisions of this agreement;
(vi) immediately where the license to operate the group home has been rescinded by the Minister;

(c) The Licensee shall immediately notify the Minister if the requirements of this agreement cannot be met.

(d) The agreement may be amended from time to time by mutual consent, with such amendments to be documented and signed by both parties.

5. REQUIREMENTS OF LICENSEE

A. ADMINISTRATIVE

That the Licensee shall:

(a) Provide an annual operating budget reflecting the Licensee's residential care and support service

structure, which budget shall serve as the basis for reimbursement outlined in Appendix I;

(b) Assume responsibility for all expenditures incurred in relation to the operation of the group home as specified in the approved budget allocations;

(c) Keep proper accounts and records of all incoming expenditures relating to payments under clause 3, and allow access to the records, if necessary;

(d) Provide to the Minister or designate financial statements within 30 days of the end of each quarter; namely, June 30, September 30, December 31 and March 31, or when requested, on forms as prescribed by the Minister;

(e) Provide to the Minister or designate annual audited statements no later than June 30, 1987, for the fiscal year ending March 31, prepared by an independent certified accountant;

(f) Maintain separate control and reporting of all reserves as funded by the Department; maintain separate control and reporting of surplus funds occurring from previous years operations as funded by the Department; and utilize the reserves and surplus funds as established by Departmental policy and agreed upon between the Licensee and the Department;

(g) Hire any staff that may be required to meet program obligations and be responsible for the acts or omissions of these employees and for payment of any wages or salaries to these persons;

(h) In the event of dissolution, repay on demand of the Minister all unused subsidies, funds and reserves, payable to the Minister of Finance;

(i) That in the provision of the above-described services to indemnify and save the Minister harmless from any action, inter alia, claims, suits, demands, loss or damage caused by the Licensee, its associates or servants in the course of discharging the terms of this Agreement.

B. PROGRAM REQUIREMENTS

That the Licensee shall:

(a) Provide for the individual and personal needs of each person entrusted to his care, consistent with professional practices and recognized standards, as set out in Appendix II;

(b) Treat as confidential all information gained in respect of any person, to maintain records on each person separate and apart from other records, and to destroy records pursuant to instructions from the Minister;

(c) Take appropriate steps to achieve goals and objectives established for each person placed as these are mutually decided at the time of admission and as they may be altered from time to time by the Minister or his designate and the Licensee, to the extent allowed by legislation;

(d) Ensure the houseparents provide adequate guidance and supervision to any person placed with the Licensee.

including guidance and direction when the person is participating in planned program activities outside the home;

(e) Provide to the Minister or designate quarterly progress reports on each person, noting significant aspects of progress, events, and behaviour occurring in the reporting period;

(f) Co-operate with plans for the subsequent placement of a person as contemplated by this Agreement;

(g) Notify the Minister, or designate, as soon as possible of any unauthorized absence, criminal behaviour, or change in circumstances of any person that affects placement objectives, and to furnish full information and particulars to the Minister, or designate;

6. OBLIGATIONS OF THE MINISTER OR DESIGNATE:

A. That the Minister shall:

(a) Provide documentation to the Licensee with each application for admission as detailed in Appendix III. Additional documentation as deemed necessary and agreed to by the Minister and Licensee shall be the responsibility of the Minister;

(b) Assign a worker to provide such assistance and advice as may be requested, and to assume case management duties to:

i) ensure there is an adequate plan for each person in relation to established goals and objectives and consistent with legislative authority;

ii) assess the progress of each person;

iii) maintain contact between the houseparents and natural parents, where appropriate, and provide reports with respect to planned home visits, or significant changes in family dynamics;

(iv) provide support to the houseparents as required.

(c) Provide initial necessary clothing as detailed in Appendix IV;

(d) Assume responsibility for transportation as detailed in Appendix IV;

(e) Make all decisions regarding placement of a child after discussion with the Licensee;

(f) Investigate any allegations of abuse made by or on behalf of a child placed with the Licensee.

B. That the Minister shall remove or withdraw a person from the care of the Licensee where:

(a) The Minister, pursuant to section 47(2) of The Family Services Act, is of the opinion that the person's welfare requires such removal;

(b) The Licensee requests the removal of a disruptive person, conditional on a review of the request.

Where a person has been temporarily removed at the request of the Licensee, and placed in a provincial

child care facility, provisions of clause 3 do not apply.

7. GENERAL

It is agreed:

(a) That a person placed in a group home shall be entitled to maintain and express independent religious beliefs and affiliations;

(b) That the Department, in conjunction with the Licensee, shall establish written procedures to facilitate the intent of this Agreement;

(c) That the Licensee may accept referrals from other agencies;

(d) That the Licensee may request support services from provincial child care centres. Where services have been requested, case planning relative to provision of these services shall commence forthwith. Where the child is not the responsibility of the Minister, the Licensee shall pay the per diem required by the provincial child care centre, and such per diem shall be credited by the Licensee on the monthly statement submitted to the Minister;

(e) That a contract for services, in the form attached as Appendix V, shall be completed by representatives of the Minister and the Licensee upon admission of each person referred by the Minister to the Licensee;

(f) That it is agreed that the term "Minister", "Licensee" and any reference thereto contained herein shall include the successors and assigns of the Minister and the Licensee respectively.

WHEREAS the parties hereto have executed this agreement on the day and year first abovewritten.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness — Chairperson (Licensee)

Witness — Secretary or Treasurer

Witness — Minister or Designate

APPENDIX 1

Pursuant to Clause 5A of this Agreement, the Minister shall reimburse the Licencee in the following manner:

1. For intensive residential care and treatment at Bosco Homes Inc. including the licensed facilities located at:

   2928 Wascana Street
   2905 - 07 Pasqua Street
   2909 - 11 Pasqua Street
   3337 Hill Street

   i) A subsidy, payable in advance each month to be applied to the fixed cost of providing up to 21 residential care services in the total amount of $70,260.

      The subsidy is calculated on the basis of $110.00 per day for 21 spaces. Where a youth is funded under The Saskatchewan Assistance Act, the monthly subsidy will be reduced by $110.00/day for each person so funded.

   ii) A per diem to cover the cost of food, clothing, spending and personal allowances, recreational activities, special occasions, and interests and support services for each day a person is resident with or under the care of the Licencee, excluding the day of admission, in the amount of $10.00.

      The above per diem shall be increased by $5.00 to $15.00 per day for the first 60 days following initial admission for the purpose of completing a detailed clinical assessment of the person.

      Where an agency other than Saskatchewan Social Services is purchasing services from the licensee, the licensee shall make a credit adjustment on the monthly statement to the department in the amount of $110 per day for the 10th and each succeeding space used by another agency.

2. For intensive residential care and treatment for each youth referred by Saskatchewan Social Services in excess of a daily count of 21, a fee-for-service per diem, payable in advance each month, to cover the cost of food, clothing, spending and personal allowances, recreational activities, special occasions and interests, and support services for each day a person is resident with or under the care of the licensee, excluding the day of admission, in the amount of $125.00 for the first 60 days, and thereafter in the amount of $120.00.

3. A fee-for-service per diem payment, payable in advance each month, to cover all costs related to maintaining and supervising a person in an independent living arrangement approved by the department for a period not exceeding three months, in the amount of $50.00.

   It is understood the per diem and fee-for-service payments

established above will be affected by specific circumstances as follows:

i) planned visits, hospitalization

- payments shall continue for ten days

ii) unauthorized absences (AWOLS)

- payments may continue for five days, commencing the date of departure, conditional on initiatives by the licensee in effecting the persons return

iii) employment of young persons

- the licensee shall credit the Minister an amount equal to the contribution made by the person towards his/her maintenance where the person has or is moving into independent living

The licensee shall submit a monthly statement identifying the name of each person, the number of days of care provided to each person, the dates and duration of all temporary and unauthorized absences, the applicable per diem rate, and any adjustments resulting from advance payments.

The licensee shall further provide, on a monthly basis, the names of all persons resident during the month in the group home licensed by the department, and the name of the referring or sponsoring agency.

APPENDIX II

Pursuant to clause 5B(a) of this Agreement, provision of personal and individual needs include:

i) Personal care that addresses the physical, emotional, recreational and social needs of persons in a nurturing, safe environment;

ii) The preparation and serving of nourishing meals consistent with the Canada Food Guide, taking into account the person's social background;

iii) The provision and care of proper clothing consistent with climatic conditions, community standards, and respect for personal tastes;

iv) The promotion of good health habits, social development and personal deportment, aimed at enhancing the person's social, moral and personal well-being;

v) Supporting each person to attend school or alternately to participate in purposeful activities consistent with the established plan of care;

vi) Medical and dental care as required in cases of emergency, or as consented to by the Minister, his designate, or the parent, as appropriate, and to follow such routines as may be prescribed by medical professionals.

Services shall be governed by the regulations of the respective health care programs, i.e. Saskatchewan Dental Plan; any exception shall have the written prior approval of the Minister or legal guardian;

vii) Consistent guidance and direction by conscientious care givers;

viii) Practices that ensure personal safety of persons in program activity, transportation, etc.

ix) Acknowledgement and application of the conceptual rights of persons which include:

(1) The right to food, clothing and housing in order to ensure good health and personal development.

(2) The right to an environment free from physical abuse, exploitation and degrading treatment.

(3) The right to health care necessary to promote physical and mental health and to remedy illness.

(4) The right to reside with parents and siblings except where it is in the best interests of the person and family members for the person to reside elsewhere.

(5) The right to parental and adult support, guidance and continuity in the person's life.

(6) The right to an education which will ensure every person the opportunity to reach and exercise his or her full potential.

(7) The right to play and recreation.

(8) The right to be consulted and receive consultation in

decisions related to guardianship, custody and plans affecting the person.

(9) The right to a competent interpreter where language or a disability is a barrier in relation to all decisions affecting guardianship, custody, or a determination of status.

(10) The right to an explanation of all decisions affecting the person.

(11) The right to reasonable privacy consistent with the person's emotional state.

(12) The right to the least restrictive environment consistent with the person's ability to exercise personal control, respect for the rights of others, and self determination.

APPENDIX III

Pursuant to Clause 6(1) of this Agreement, documentation shall include:

1. Pursuant to referrals under The Family Services Act

i) current social history
ii) psychological assessment/report
iii) psychiatric report (where indicate)
iv) education report

On admission, the following is required:

i) confirmation of legal status
ii) health services card
iii) birth certificate (or proof of birth)
iv) summary of education plans (or cumulative record)
v) high cost designation by education authorities (where applicable)
vi) significant medical data (see footnote)

On admission, the following is required:

i) medical consent forms, where applicable
ii) confirmation of medical coverage, or health services card
iii) significant medical data
iv) summary of education plans, or cumulative records

Footnote:

It is understood that children will have had a general medical and dental examination within three months prior to admission, and that pertinent medical information will be provided on admission.

Appropriate referrals include:

(1) Children exhibiting behaviours typically described as acting out, antisocial, delinquent and/or emotionally disturbed to the degree they require close, intensive supervision and care beyond the capability of traditional group or foster care;

(2) Adults who present a multiplicity of personal needs as to require a highly structured and supervised environment to meet their day to day needs.

APPENDIX IV

Pursuant to clause 6(c) and (d) of this Agreement, the Minister is responsible, in addition to the provisions of clause 3, for the following:

(1) Transportation, maintenance and escort costs respecting:

a) initial placement;

b) court appearances where:

i) the court proceedings were initiated prior to placement with the Licensee, or
ii) the Minister requests the attendance of the Licensee (at court);

c) the return of a person from unauthorized absences where:

i) the person is located and detained in another province, or
ii) the person is located and detained in the Northern Region. Responsibility in this instance is limited to delivering the person to the Licensee at a pre-arranged location in either North Battleford, Prince Albert or Saskatoon;

(2) Initial clothing on admission as determined by need and provided for by Departmental regulations, policy or procedure.

(3) Any costs related to obtaining supplemental documentation on referral, as determined by prior, mutual agreement.

The Licensee is responsible for:

(1) Transportation, maintenance and escort costs respecting:

a) the return of a person from an unauthorized absence within the province, with the exception of item (1)c)ii) above;

b) voluntary court attendance as support to the person where the Minister has not requested such attendance;

c) all planned visits, trips and excursions initiated by the Licensee as part of individual activity plans.

(2) Provision of ongoing clothing requirements, personal articles and special interest or activity needs.

APPENDIX V

CONTRACT FOR SERVICES

BETWEEN:

HER MAJESTY THE QUEEN, in the right of the Province of Saskatchewan, as represented by the Youth Services Branch of the Department of Social Services (hereinafter referred to as the "Department") OF THE FIRST PART

- and -

BOSCO HOMES INC., a private, non-profit agency providing care, treatment and education to emotionally disturbed and/or delinquent youth (hereinafter referred to as the "Society"), OF THE SECOND PART

WHEREAS the Department considers it in the best interest of

_____
(Name of Youth)

a person under the age of 18 years who is in the care and/or custody of the Minister, to enter a contractual agreement for the provision of care, personal development, and necessary supervision as may be required;

(1) the Department agrees to compensate Bosco Homes Inc., at the per diem rates currently in force, for the provision of services outlined in the Master Agreement and as detailed in a personalized development plan, and updated as required, effective the date of admission;

(2) the parties mutually agree that this contract must be reviewed within one year of the date of admission, and may be renewed if ongoing services continue to be in the best interests of the person;

(3) the Department reserves the right to terminate this contract where, in the opinion of the Department, the welfare of the person so requires;

(4) it is understood the responsible School Authorities will effect a transfer of school placements or alternatively provide the appropriate designation of Special Education Student;

(5) The effective date of this contract shall be the day of , 1985.

Dated at Regina in the Province of Saskatchewan this day of , 1985.

_____ _____
(On behalf of the Dept.) (On behalf of the Society)